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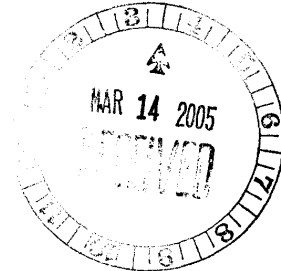
March 14, 2005

VIA HAND DELIVERY

Vernon Williams, Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423

ENTERED  
Office of Proceedings

Part of  
Public Record



Re: Reply to Greenville County Economic Development Corporations' Verified  
Clarification of the Record NOR 42087

Dear Secretary Williams:

Enclosed are the original and ten copies of the comments by Groome & Associates, Inc. and Lee K. Groome in response to the Greenville County Economic Development Corporation's Reply to the Verified Clarification .

Two copies of the above-mentioned document are enclosed which we request be date-stamped and returned to the undersigned. Thank you for your consideration in this matter.

Very truly yours,

Richard H. Streeter

RHS:pp  
Enclosures  
cc: All parties of record

DCDS01 PPOPE 87614v1

Indianapolis

Fort Wayne

South Bend

Elkhart

Chicago

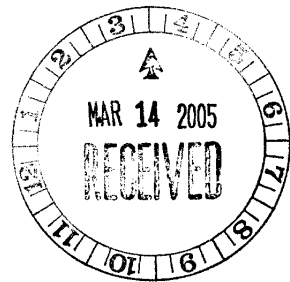
Washington, D.C.

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Office of Proceedings  
MAR 14 2005  
Part of  
Public Record

BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42087



GROOME & ASSOCIATES, INC. AND LEE K. GROOME  
v.  
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION

**REPLY TO GREENVILLE COUNTY ECONOMIC DEVELOPMENT  
CORPORATION'S VERIFIED CLARIFICATION OF THE RECORD**

Come now Groome & Associates ("G&A") and Lee K. Groome ("Groome") (hereinafter collectively referred to as "Groome" and/or "Complainants"), by and through their attorneys of record, and file this Reply to the "Verified Clarification" filed by Greenville County Economic Development Corporation ("GCEDC"). It is respectfully submitted that Complainants have not knowingly misrepresented any fact. More importantly, newly discovered evidence compels Complainants to reply to GCEDC's Clarification.

In their Rebuttal, Complainants introduced evidence of a resolution passed by the Greenville Area Transportation Study ("GRATS") in 2000 that reflects a determination "that \$1,324,340 be put aside in GRATS trust until at such future time a determination be made regarding the future use of the rail line." See Complainants' Ex. V. The trust would cover the potential cost of replacing a railroad trestle owned by GCEDC, if and when it would be replaced, that currently spans Woodruff Road. It is proposed that the trestle would be removed as part of an ongoing South Carolina Department of Transportation ("SCDOT") project to widen that road. The railroad trestle is located on one of the two lines of railroad that were acquired from South Carolina Central Railroad by GCEDC in June 1999.

In its Clarification, GCEDC states that “there currently is no reserve fund for replacement of the trestle, although GCEDC and SCDOT have agreed on the terms of an agreement that would provide GCEDC with the funds to replace the trestle.”<sup>1</sup> According to GCEDC, “[t]he \$1.3 +/- reserve fund spoken of in the e-mails [filed with Complainants’ Rebuttal Statement] could only be used to rebuild a rail trestle over the widened Woodruff Road.”<sup>2</sup> GCEDC also claims that “*SCDOT has required* in that agreement that the funds to be reserved can only be used to replace the trestle over the widened Woodruff Road” (emphasis added).<sup>3</sup> Based on newly discovered evidence, the emphasized remark, which has been “verified” by Peter M. Strub, is inaccurate and misleading.

As Mr. Groome explains in his Supplemental Rebuttal Verified Statement, on March 7, he spoke with Christy A. Hall, P.E., who is the Program Manager for SCDOT charged with responsibility for the Woodruff Road project. During that conversation, Ms. Hall stated that it was GCEDC, *not SCDOT*, that insisted on language being placed in the draft Agreement that would preclude GCEDC from expending the \$1.324 million on anything other than the Woodruff Road Project.

The undersigned counsel subsequently confirmed Mr. Groome’s statement through a subsequent conversation with Ms. Hall. Because discovery has closed, Complaints will make the following proffer of proof which, should the Board decide to reopen discovery, could be confirmed by deposition testimony or by other means:

On March 8, 2005, counsel for Complainants personally spoke with Christy A. Hall, who is the Program Manager for SCDOT charged with responsibility for the Woodruff Road project. During that conversation, Ms. Hall repeated that it was Greenville County,

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<sup>1</sup> Clarification at p. 6.

<sup>2</sup> Clarification at p. 5.

<sup>3</sup> *Id.* at p. 6.

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*not SCDOT*, that insisted on language being placed in the draft Agreement that would preclude GCEDC from expending the \$1.324 million on anything other than the Woodruff Road Project.

According to Ms. Hall, after several years of inactivity, SCDOT restarted negotiation with GCEDC during the summer of 2004. Those negotiations did not resolve the issues involving Woodruff Road until after the 2004 elections, which resulted in new membership on the GCEDC Board.

On January 18, 2005, various GCEDC members met with SCDOT representatives to resolve their issues. During that meeting, GCEDC insisted upon language being inserted into a proposed Agreement drafted by SCDOT that would prevent funds from being diverted to other projects. Because SCDOT had no objection, it agreed to insert language into the draft Agreement that would limit the use of the Woodruff Road funds to the replacement of the trestle over that road.

Neither Groome nor its attorneys have seen or were aware of the draft Agreement prior to the receipt of GCEDC's March 4 filing.

GCEDC, which was in the process of finalizing its Reply to Complainants' Opening Statement, was well aware of Complainants' claims when it negotiated the Agreement with SCDOT on January 18, 2005. Although Complainants will leave it to the Board to draw its own conclusions about GCEDC's motivation, the limitation inserted by GCEDC must be viewed as a transparent, deliberate attempt to preclude Groome from recovering damages from those funds. In any event, as GCEDC has conceded, and as Ms. Hall has confirmed, the Agreement has not yet been finalized.

GCEDC also seeks to disclaim any responsibility for, or involvement with, the construction of approximately 2,000 linear feet of track on the segment of track that should have been used to provide service to Groome. Even if it were to be assumed that the SCDOT chose on its own initiative to rebuild a portion of the track that lies just north of the bridge that GCEDC has refused to repair, the question remains as to why SCDOT would knowingly rebuild an isolated segment of a line of railroad that is physically disconnected from the nation's railroad

system over a rail corridor that it did not own? Such random construction is irrational and unreasonable, especially in the absence of any repairs being made to the bridge that would allow the isolated track to reach the point of interchange with CSX and NS.

Because it owns and controls the track and the rail corridor over which the new track is being laid, it is specious for GCEDC to claim that the project "did not involve GCEDC."<sup>4</sup> Complainants hereby offer a further proffer of evidence, namely that Ms. Hall also confirmed in the course of the conversation with the undersigned counsel that GCEDC was at all times aware of the construction project and agreed to the rebuild after it acquired the line of railroad. That being the case, why not repair or replace the bridge so that the newly built track could be used? Plainly, construction of over 2,000 feet of track south of Cedar Lane that stops abruptly at Bridge 1.1 makes no sense whatsoever unless the bridge is also repaired.<sup>5</sup>

Also, although it was necessary to raise the track at the point of the at-grade crossing at Cedar Lane, the claim that "SCDOT's project included the reconstruction of approximately 2000 linear feet of the rail line" is also misleading.<sup>6</sup> The Preliminary Design Report prepared by De Leuw, Cather & Company, as revised November 3, 1995, clearly indicates that there was no real need to relay 2000 feet of track in order to accomplish the goal of reworking the at-grade crossing. As stated therein:

The new road way will be nearly two feet higher than the existing crossing. This will necessitate raising the railroad for about 400 feet to the south and 500 feet to the north to maintain good profile for the railroad. At the crossing, the railroad will be on a vertical curve which will be matched by the roadway crown.

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<sup>4</sup> *Id.* at p. 7.

<sup>5</sup> In order to orient the Board, the photograph of the tangent track that is attached to the Rebuttal Verified Statement of Lee Groom depicts a tractor trailer rig crossing over the track in the distance. The truck is traversing Cedar Lane. The other photographs, which depict the line curving near a "Road Closed Sign" is the point at which the new track intersects with Bridge 1.1, which is currently overgrown and infested with dormant kudzu.

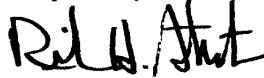
<sup>6</sup> *Id.*

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Because of the poor condition of the track, it is estimated that it will have to be removed and new track constructed for the entire length of the raise.<sup>7</sup>

All of this was known, or should have been known, when GCEDC acquired the line of railroad in June 1999, some three years and seven months after the release of the De Leuw, Cather report. Plainly, funding for rehabilitation of some segments of the line was already available when GCEDC acquired the line. What is not yet known is why GCEDC and/or Greenville County, knowing that funding was available to redo the at-grade crossing and rebuild what turns out to be approximately 2,000 feet of track leading to the bridge, would not have made the effort to budget and approve funding to repair the bridge after GCEDC acquired the line and the attendant common carrier obligation. Unfortunately, GCEDC's "clarification" has failed to provide any meaningful explanation for this admitted failure.

Respectfully submitted,



Richard H. Streeter  
John W. Ongman  
Barnes & Thornburg LLP  
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750 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20006  
202-408-6933 - telephone  
202-289-1330 - fax

Dated: March 14, 2005

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<sup>7</sup> Attachment 1 hereto.

**GREENVILLE WESTERN CORRIDOR - PHASE II**

for

**THE LPA GROUP, INC.**

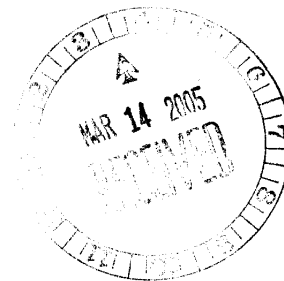
Project No. CS065007

**RAILROAD COORDINATION**

by

**De Leuw, Cather & Company**

Project No. 660455



**PRELIMINARY DESIGN REPORT**

**RAILROAD COORDINATION**

**Prepared: May 26, 1995**

**Revised: November 3, 1995**

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- d. G&N Crossing at Proposed SC 183 (Cedar Lane)
- e. Viaduct Over NS Greenville Yard
- f. Viaduct Over CSXT Piedmont Subdivision

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### **5. Construction Staging**

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### **7. Construction Cost Estimate**

### **8. Railroad Work Construction Specifications (Outline)**

### **Appendix: Railroad Plans**

- a. Burlington Industries Sidings Reconfiguration - 1 sheet
- b. G&N - NS Interchange Track Shift - 3 sheets
- c. Connection of Old and New G&N Mainlines - 1 sheet
- d. G&N Crossing at Proposed SC 183 (Cedar Lane) - 3 sheets
- e. Preliminary Plan & Profile for Bridge Over  
Norfolk Southern and CSX Railroads - 3 sheets



## **PRELIMINARY DESIGN REPORT RAILROAD COORDINATION**

### **1. INTRODUCTION**

To improve highway access between western Greenville County and the west side of the City of Greenville, the City initiated, in 1990, a study of alternative alignments for an improved SC Route 183. Crossings of three railroads were involved: Norfolk Southern (NS), CSX Transportation (CSXT) and the Greenville & Northern Railway Co., Inc. (G&N). This report covers the coordination of the selected alignment alternative with the railroads and resulting railroad facilities reconfiguration.

By 1994, after study of several alternative alignments, Alignment AB-2 was selected as the preferred alignment and preliminary design was begun. In the vicinity of the railroads, Alignment AB-2 is parallel to and south of Old Buncombe Road and then meets Cedar Lane west of the G&N grade crossing. Alignment AB-2 will cross the NS's Greenville Yard (at MP 483.4) with Burlington Industries sidings on the east side of the yard and an interchange track with the G&N on the west side of the yard. To the west of the NS facility, the alignment will cross two tracks of the CSXT Piedmont Subdivision at MP 57.4. Proposed SC 183 will cross both NS and CSXT tracks with an overhead viaduct. Viaduct piers will require modifications to the Burlington Industries sidings and the NS-G&N Interchange track. No changes are required with respect to the CSXT tracks. Continuing west, the viaduct ends and the proposed roadway will cross at grade the G&N's two tracks at MP 2.0, the same location as the existing Cedar Lane crossing. It is proposed to eliminate one of the two G&N tracks at Cedar Lane. The disconnected portion of the eliminated track to the south of Cedar Lane will be reconnected at a location further south. New SC 183 will be wider and at a higher elevation than the existing Cedar Lane grade crossing which will require reconstruction of the railroad. The new crossing will be provided with flashing lights controlled by a motion sensor.

This report, along with the attached railroad work and viaduct preliminary plans reflects the status of coordination with the three railroads to date and will be the basis of the final design. The final design will be further coordinated with each railroad as it progresses, leading to approval of the design by each railroad with respect to impacts on its facilities and operations and providing the technical information needed for agreements between each railroad and the State of South Carolina for right of way, construction access, force account work, and coordination.

## **2. POINTS of CONTACT**

During preliminary design, each railroad designated a point of contact for coordination:

### **a. Norfolk Southern:**

Mr. E. Bond  
Chief Engineer, Bridges and Structures  
Norfolk Southern Corporation  
99 Spring Street, SW  
Atlanta, GA 30303  
Attn: Mr. Tom Bracey  
Engr., Grade Separation Structures

Phone: 404-527-2536  
Fax: 404-527-2769

All project related correspondence to NS should refer to  
NS File 117-5170 TMB.

### **b. CSX Transportation**

Mr. Jon W. Wollenzien  
Public Projects Engineer  
Engineering Department  
CSX Transportation  
500 Water Street  
PO Box 45052, SC J350  
Jacksonville, FL 32232

Phone: 904-359-1205  
Fax: 904-366-4426

### **c. Greenville & Northern Railway Co., Inc.**

Mr. John P. Tremain  
General Manager  
Greenville & Northern Railway Co., Inc.  
PO Box 2165  
Greenville, SC 29602

Phone: 803-232-6441

### **3. RAILROAD DESIGN FEATURES**

Railroad work will be required at four separate locations to facilitate the construction of SC 183. The railroad changes at each site are described in the following four paragraphs a. thru d. and are shown on the accompanying plans.

In addition to the coordination of the changes to railroad facilities at the four locations, the viaduct will require additional railroad coordination for its construction over NS's Greenville Yard and CSXT's Piedmont Subdivision. LPA's preliminary plans of the viaduct have been furnished to the railroads and form the basis of the information provided in paragraphs e. and f. The revised viaduct plan and profile drawings, reflecting coordination with the Norfolk Southern and CSXT to date, are included in this report

#### **a. Burlington Industries Sidings Reconfiguration.**

Bent No. 10 supporting the viaduct over Greenville Yard is in conflict with one of the two parallel sidings serving Burlington Industries. To obtain the NS requested 13.5 feet horizontal clearance from the side track, one siding will be removed in the vicinity of the bent. The portion of the siding remaining will be connected to the other siding with a No. 8 turnout. The attached plan, Burlington Sidings Reconfiguration, shows the proposed changes. The two tracks have nearly the same profile. Minor profile adjustments for the new turnout will be included in the final design.

In addition to the railroad changes, a crash wall will be built as part of Bent No. 10.

#### **b. NS-G&N Interchange Track Shift.**

Bent No. 9 of the viaduct over Greenville Yard will be located at the bottom of the slope of the fill supporting the yard. The NS-G&N interchange track from Greenville Yard is located at the toe of the slope and will be in conflict with the bent. To obtain the 13.5 foot horizontal clearance plus space for the bent at the bottom of the slope, the NS portion of the interchange track will be shifted 15.5 feet westward, away from the slope. The shift will be accomplished with reverse curves at each end. The proposed curves will be 800 foot radius and will not be superelevated. The curves will permit speeds up to 25 mph without superelevation.

The NS No. 8 turnout connecting the NS portion of the interchange track to the G&N portion of the interchange track will be replaced and the G&N track re-aligned to meet the new turnout with only a minor adjustment in line and profile. See accompanying plans titled G&N - NS Interchange Track.

The proposed layout retains the same length of tail track for interchanges as now exists, about 800 feet.

Additional survey data will be needed for final design, particularly the western portion of the

G&N track.

In addition to the railroad changes, a crash wall will be built as part of Bent No. 9. Further study will be required during final design to determine if a crash wall is needed for some or all of Bent No. 8 whose south end is about 16.6 feet from the G&N track.

**c. Connection of G&N Old Mainline to New Mainline.**

The G&N crosses Cedar Lane with two tracks which then cross each other about 1500 feet south of Cedar Lane. It is proposed to eliminate one of the two tracks at Cedar Lane. For G&N to retain use of the portion of remaining track south of Cedar Lane it is proposed to reconnect this track (the old mainline) to the new mainline by installing a No. 6 turnout near the point where the two tracks cross. Because of the angle of the crossing and the proximity of a trestle, the best fit solution for the connection cannot exceed a No. 6 turnout with a 258 foot radius connecting curve beyond the heel of the frog. G&N has determined that this arrangement will satisfy its operating requirements better than several other options which were studied.

Due to lack of detail survey information, the proposed connection is only approximately to scale. As part of the final design, mapping of the site will be needed and then accurate plan and profile will be prepared. The scaled layout is shown on the attached plan, G&N Rwy Study - Connection of Old Mainline Track to New Mainline Track.

**d. G&N Railway Crossing at Proposed SC 183 (Cedar Lane)**

Proposed SC 183 will cross the G&N at the same location as it presently crosses Cedar Lane. There are two tracks at the crossing; one of which (the old mainline) will be eliminated. This will result in a substantial savings in the cost of constructing and maintaining the new crossing.

The new SC 183 will be six travel lanes plus one westbound left turn lane. The road will have curb and gutter and sidewalks on each side. The length of crossing from back edge of sidewalk to back edge of sidewalk is about 100 feet. It is proposed to use a full-depth rubber panel grade crossing. While initially more expensive, this type crossing (compared with timber or concrete panel crossings) has better ride quality and lower maintenance costs.

The new roadway will be nearly two feet higher than the existing crossing. This will necessitate raising the railroad for about 400 feet to the south and 500 feet to the north to maintain good profile for the railroad. At the crossing, the railroad will be on a vertical curve which will be matched by the roadway crown. Because of the poor condition of the track, it is estimated that it will have to be removed and new track constructed for the entire length of the raise.

The crossing warning system will be flashing lights mounted on cantilevers. Approximately 40 foot long cantilevers will be required to support the pairs of lights over each travel lane. The lights

will be controlled by a motion sensor. G&N operates two trains per weekday over the crossing, at approximately 8 AM and 2PM each day. Trains average 10 to 20 cars and average speed at the crossing is 10 mph.

**e. Viaduct over NS Greenville Yard.**

The proposed viaduct over Greenville Yard will have a minimum of 23 feet vertical clearance from top of rail of each of the mainline and yard tracks which it crosses. NS requested that vandal screens be provided on each side of the viaduct for the portion over the yard. Crash walls will be provided on the bents adjacent to the yard (Bent Nos. 9 and 10).

Further information on the viaduct and its relationship to the railroad is shown on the drawings titled Preliminary Plan and Profile for Bridge Over Norfolk Southern and CSX Railroads included in this report.

Detailed coordination with NS will be required during final design to establish staging requirements and specifications for contractor access and construction operations at the yard which may affect railroad tracks and utilities.

A support of excavation design for foundations adjacent to railroad tracks will be included in the final design rather than be left to the Contractor to develop.

**f. Viaduct over CSXT Piedmont Subdivision.**

The proposed viaduct over the CSXT's two tracks will have a minimum of 23 foot clearance above top of rail. Horizontal clearances are 17.2 feet minimum for Bent No. 2 and 25.0 feet minimum for Bent No. 3. Bent No. 2 will include a crash wall.

Further information on the viaduct and its relationship to the railroad is shown on the drawings titled Preliminary Plan and Profile of Bridge Over Norfolk Southern and CSX Railroads included in this report.

Detailed coordination with CSXT will be required during final design to establish staging requirements and specifications for contractor access and construction operations over the tracks and railroad pole line (if any).

#### **4. DESIGN STANDARDS**

The following design standards have been used for preliminary design and will be used for final design subject to approval, updating and other guidance by each affected railroad.

##### **a. Norfolk Southern**

1. Norfolk Southern Guidelines For Design and Construction of Privately Owned Industry Tracks, Revised February, 1989
2. NS Overhead Bridge Clearance and Drainage Requirements, February 16, 1988
3. NS Sample Special Provisions for Protection of Railway Interest, February 16, 1988
4. AREA Manual of Recommended Practice

##### **b. CSX Transportation**

1. CSXT Criteria for Overhead Bridges, June 30, 1988
2. AREA Manual of Recommended Practice

##### **c. Greenville & Northern Railway Co., Inc.**

1. Norfolk Southern Guidelines For Design and Construction of Privately Owned Industry Tracks, Revised February, 1989
2. AREA Manual of Recommended Practice
3. Association of American Railroads Signals Standards (Grade crossing warning devices)

## 5. CONSTRUCTION STAGING

No temporary track or other temporary railroad facilities appear to be needed for the project. Construction of the viaduct over railroad facilities, construction of the SC 183 (Cedar Lane) - G&N grade crossing, and the track changes at each of the four locations described in this report will require close coordination with each affected railroad during final design and by the Contractor during construction.

During final design, limitations on work windows (days, nights and weekends) for activity within the clearance envelope of railroad tracks will be defined and incorporated into the construction specifications. Safety issues including work clearances, flagging, support of excavation, and other matters for coordination with the railroads will be identified and specified.

## 6. DIVISION OF WORK

The track and signal work will be divided between railroad forces and the highway department's contractor as follows:

### Railroad Force Account Work

#### Norfolk Southern

##### G&N-NS Interchange Track Shift

Furnish & install NS portion of interchange track

Furnish & install turnout

Shift track and make connections

#### CSX Transportation

None

#### Greenville & Northern Railway Co., Inc.

None

### Contractor Railroad Work

All subgrade and drainage work including G&N-NS Interchange Track up to top of subballast.

Furnish & install all trackwork except as noted above

Furnish & install grade crossing warning equipment at SC183 - G&N grade crossing

The above division of work does not include the railroads provision of flagmen at Contractor expense. Flagmen will be required to protect the railroads during portions of the Contractors work which are in close proximity of the tracks.

# CONSTRUCTION COST ESTIMATE (PRELIMINARY)

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
Railroad Force Account Work				
Norfolk Southern				
G&N-NS Interchange Track	340	LF	\$20	\$6,800
Shift Track (Up To 10 F t Laterally)	450	LF	\$115	\$51,750
Build Track	450	LF	\$15	\$6,750
Remove Track	1	EA	\$4,000	\$4,000
Remove No. 8 Turnout	1	EA	\$34,000	\$34,000
Build No. 8 Turnout				
				\$103,300
TOTAL FORCE ACCOUNT WORK				
Contractor Railroad Work				
Burlington Industries Sidings Reconfiguration	80	LF	\$20	\$1,600
Shift Track (Up To 10 F t Laterally)	100	LF	\$115	\$11,500
Build Track	800	LF	\$15	\$12,000
Remove Track	1	EA	\$4,000	\$4,000
Remove No. 8 Turnout	1	EA	\$34,000	\$34,000
Build No. 8 Turnout				
G&N-NS Interchange Track	120	LF	\$20	\$2,400
Shift Track (Up To 10 F t Laterally)	300	LF	\$115	\$34,500
Build Track	300	LF	\$15	\$4,500
Remove Track	120	LF	\$10	\$1,200
Raise Track (Up To 1 Ft)				
Connect G&N Old to New Mainline	70	LF	\$115	\$8,050
Build Track	150	LF	\$15	\$2,250
Remove Track	1	EA	\$28,000	\$28,000
Build No. 6 Turnout				
SC183-G&N Grade Crossing	780	LF	\$115	\$89,700
Build Track	1110	LF	\$15	\$16,650
Remove Track	1	EA	\$4,000	\$4,000
Remove No. 8 Turnout	104	LF	\$600	\$62,400
Grade Crossing, Full Depth Rubber incl Track	1	LS	\$83,900	\$83,900
Grade Crossing Warning System				
				\$400,650
TOTAL CONTRACTOR RAILROAD WORK				
TOTAL ALL RAILROAD WORK			20%	\$503,950
Contingency				\$100,790
GRAND TOTAL				\$604,740



**CERTIFICATE OF SERVICE**

I, Richard H. Streeter, hereby certify that on March 14, 2005, the foregoing "Reply to Verified Clarification of the Record" of Groome & Associates and Lee K. Groome," was hand-delivered upon the following:

William A. Mullins  
David C. Reeves  
Baker & Miller PLLC  
2401 Pennsylvania Avenue, N.W.  
Suite 300  
Washington, D.C. 20037

A handwritten signature in black ink, appearing to read "R.H. Streeter", is written over a horizontal line.

Richard H. Streeter

BEFORE THE  
SURFACE TRANSPORTATION BOARD



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STB Docket No. 42087

GROOME & ASSOCIATES, INC. AND LEE K. GROOME  
v.  
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION

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**SUPPLEMENTAL REBUTTAL VERIFIED STATEMENT  
OF LEE K. GROOME**

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1. My name is Lee K. Groome. I am the President, founder and majority shareholder of Groome & Associates, Inc. ("G&A"). I previously provided a Verified Statement and a Rebuttal Verified Statement to the Board in the above-captioned proceeding. The purpose of this Supplemental Rebuttal Statement is to respond to comments made in "Greenville County Economic Development Corporation's Verified Clarification of the Record" ("GCEDC Clarification"), filed March 4, 2005.

2. At page 6 of the GCEDC Clarification, GCEDC has focused on an agreement that has not yet been finalized that purports to place restrictions on certain funds that are to be paid by the South Carolina Department of Transportation ("SCDOT") to GCEDC in connection with a line of railroad owned by GCEDC that was acquired in June 1999. In describing the tentative agreement the statement is made that "SCDOT has required in that agreement that the funds to be reserved can only be used to replace the trestle over the widened Woodruff Road." GCEDC Clarification at p. 6, (emphasis added). Based on a March 7, 2005 telephone conversation that I had with Christy Hall, who is the Project Manager for SCDOT on the underlying project, that comment, which has been "verified" by Peter M. Strub, is inaccurate and misleading.

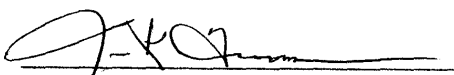
3. During our conversation, Ms. Hall informed me that SCDOT and GCEDC were not able to reach any agreement until January of this year. She also told me that it was GCEDC that insisted that the restrictive language be inserted into the draft Agreement that had been prepared by SCDOT for purposes of negotiation. She also informed me that SCDOT, which has not yet signed the Agreement, accepted GCEDC's language.

4. GCEDC has also challenged my rebuttal testimony that "GCEDC has recently rebuilt an estimated 2000 foot segment of the line that is located just north of the bridge that was used as an excuse to embargo the line in 1997." I have now learned that the track was actually built by SCDOT as part of an underlying agreement with the former owner of the line. It is my further understanding that GCEDC, as the owner of the rail corridor, subsequently agreed to the construction. I continue to adhere to all of my prior testimony, including the fact "that money is available to restore rail service." The problem is not with the lack of money, but rather the apparent failure to budget the needed repairs, especially when funds were available.

FURTHER SAYETH THE AFFIANT NOT.

#### VERIFICATION

I, Lee K. Groome, hereby declare under penalty of perjury that the foregoing is true and correct. Executed on March 10, 2005.

  
Lee K. Groome